AGENDA

Committee of the Whole
AGENDA FOR JANUARY 24, 2022 AT 6:30 PM

Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Based on the recommendations from the Centers for Disease Control (CDC),
City Council is requesting members of the public, City Staff and Council Members wear face coverings at meetings
of the City Council and their Committees.

Council Member Hussain, Chairperson
Council Member Wood, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. January 10, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Appointment; Paul Collins; At-Large Member-Lansing Entertainment & Public Facilities Authority (LEPFA); Term to Expire June 30, 2024
   C. ORDINANCE - Amend Chapter 890, Poverty Exemption Guidelines Reform
   D. RESOLUTION - Grant- MSHDA Emergency Rental Assistance Grant 2- CFDA#21.023
6. **Other**
7. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

DRAFT

MINUTES
Committee of the Whole
Monday, January 10, 2022 @ 5:30 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER
Council President Hussain called the meeting to order at 5:30 p.m.

Council Member Spadafore stepped away from the meeting at 5:30 p.m.

PRESENT
Councilmember Peter Spadafore – arrived at 5:35 p.m.
Councilmember Adam Hussain
Councilmember Carol Wood
Councilmember Patricia Spitzley
Councilmember Jeffrey Brown
Councilmember Jeremy Garza
Councilmember Brian T. Jackson

OTHERS PRESENT
Sherrie Boak, Council Staff
Lisa Hagen, OCA
Heather Sumner, OCA
Mark Lawrence, Mayors Administration
Loretta Stanaway
Nathan Tripplett, CATA Authority
Bradley Funkhouser, CATA CEO
Holli Seabury
Lori Fuller

Minutes
MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM JANUARY 3, 2022 AS PRESENTED. MOTION CARRIED 6-0.

Public Comment
Loretta Stanaway spoke about on resolution for acceptance of resignation for Council 1st Ward and the process to fill the vacancy.

Presentations
Capital Area Transportation Authority (CATA) – Bradley Funkhouser
Mr. Funkhouser first provided a history of his time thus far with CATA and their 5 goals since he started.

Council Member Spadafore returned to the meeting at 5:35 p.m.

Mr. Funkhouser outlined their practices during the pandemic, the effects in changes in ridership; which he noted was currently half of what it was in 2019 which is consistent with other transit authorities across the United States. He added that CATA has not cut service, but maintained and increased since 2019 resulting with more service on the street than ever before. In addition he noted to the Committee CATA did not lay off staff but noted as other businesses they need more drivers. They are not cutting service, but changing to smaller transportation vehicles. They are acting daily in a reaction basis with MSU to assist the need on campus and any changes they will continue to provide updates as things occur. On a temporary basis they might look at a change in the frequency but not in the areas or routes. He added that there is a new Route 18, which was launched on Jolly Road with 3 busses during the day to handle high frequency. He then summarized with their partnerships for providing free rides for covid testing or the vaccine. Mr. Funkhouser then briefly spoke on union negotiations since the fall of 2019, and eager to resolve, met monthly and scheduled to meet this week and anticipating progress shortly on this. It was noted that they have also installed cameras in all businesses, have contactless fares, getting a new auditing system, exploring electric busses, converting the fleet, and worked with BWL in 2021 to do the green renewable plants. Lastly they have worked with LPD on anti- human trafficking program.

Council Member Garza asked about pandemic protections for drivers and riders. Mr. Funkhouser stated they use a sanitizing on the street, and nightly sanitation. There are barriers in all buses between drivers and riders. There are guidelines on masks, hand sanitizer, etc. Council Member Garza asked for an updated on concerns in his Ward for employee parking on the streets at their facility. Mr. Funkhouser stated CATA has offered to set up limits for parking on streets so people can have access.

Council Member Wood asked if the part time drivers were union, and Mr. Funkhouser confirmed they were. Council Member Wood acknowledged the ZOOM listening sessions they are proposing for public for input, however senior citizens do not have access to computers so they should also consider the use community rooms in senior centers for listening session in person. She then asked for their control mechanisms on the importance of Spectran. Mr. Funkhouser said they are open to any suggestions to customize the service.

Council Member Spitzley asked if they are using an outside company for their contract with Spectran, noting she has heard concerns from their union members and the ongoing negotiations. Mr. Funkhouser confirmed that concerns Council heard in the past were during their contract negotiations in 2019 and then leading up to 2020 and COVID it was delayed but there were negotiations settled in 2020. Council Member Spitzley asked if the bus stations are staying open as warming centers and if so what that procedure was. Mr. Funkhouser noted there are not steps for a specific warming center but they have had open communications with shelters, LPD and social workers allowing people to be in the building. The expectation of staff is to allow people to come in to the stations and they have budgeted for a community policing officer which was shifted to a social worker. There are no loitering issues and if they are in need the social worker will help them get assistance. Council Member Spitzley then asked about regional discussions with Eaton and Clinton County and asked if discussions would include expanding service to the west outside of Lansing in Eaton County. Mr. Funkhouser acknowledged they want to and confirmed they would not use Lansing or other municipality funds to do so. For first time ever will advertise on buses and there will be other revenue sources that can be generated to extend services to the west, and want to extend services to the Amazon facility. Council Member Spitzley asked if they are reducing hours of operation or still consistent times. Mr. Funkhouser stated contrary to the media, there were not reduction in services, they are just using smaller busses. With struggling with the work force they could look at the frequency changes in the future, but it would only be temporary.

Council Member Wood asked Council Member Spadafore if he heard anything at the 2020 Tri County Planning meetings on a joint meeting with CATA and Clinton Transit. Council Member Spadafore stated it was not a topic of discussion while he sat on that board. Mr. Triplett confirmed there had been conversations with 3 leaderships of the agencies, and those directors meet regularly and work on collaborative efforts.

Discussion/Action

ORDINANCE – Readoption of the Codified Ordinances

Council President Hussain noted this was an annual practice to readopt. It would occur again in the future during the budget season.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE ORDINANCE FOR READOPTION OF CODIFIED ORDINANCES. MOTION CARRIED 7-0.

RESOLUTION – Appointment; Holli Seabury; At Large Member of the Elected Officers Compensation Commission (EOCC); Term to Expire October 1, 2023.

Ms. Seabury briefly spoke about her residency in Lansing, and her career as Executive Director of Delta Dental Foundation. In her career she noted she has spent time in the non-profit and working on setting compensations.

Council Member Spitzley asked how she was made aware of the position. Ms. Seabury stated she heard from Liisa Speaker, the current member of the EOCC.

Council Member Jackson stated to the Administration that it appears the majority of the EOCC members are from the same neighborhood, and that does not disqualify them, however Council would like to see applications from other areas of the City. Council President Hussain asked Council to reach out to people in the City for an interest in any appointments. Council Member Spadafore reminded Committee that there is a statue and ordinance that mandates the EOCC, so Council can amend it to address members across the City.
Council Member Spitzley supported the statement by Council Member Jackson on searching for other members for the boards from throughout the City.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF HOLLI SEABURY TO THE EOCC.

Council Member Spadafore asked Ms. Seabury if she had any family members who worked for the local or state government and Ms. Seabury stated she did not.

MOTION CARRIED 7-0.

RESOLUTION – Appointment; Lori Fuller; Board of Review Member; Term to Expire January 31, 2023

Council President Hussain outlined what the Board of Review does.

Ms. Fuller briefly spoke on her residency in Lansing and being a 3rd generation realtor, and active for 35 years as a realtor. With that Ms. Fuller felt she had the qualifications to help with the Board.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION OF LORI FULLER TO THE BOARD OF REVIEW AND VETTED BY THE MAYOR. MOTION CARRIED 7-0.

RESOLUTION – Acceptance of Council Resignation

Council Member Hussain noted the recent email/letter from Council Member Betz; wishing him well on his next chapter. He then noted this was done in 2015 when a Council Member left before their term was up as well. Council President Hussain referenced and read from the Charter, Article 2 Chapter 3; 2-303 Filling of Vacancies and the position would need to be filled within 30 days to serve 2022; applicants would need to apply to be on the November 2022 ballot for 2023 and then again apply to be on the November 2023 ballot for the four-year term. The OCA was asked if the language in the Charter pertains and if this would be to fill for one year or two. Ms. Hagen confirmed the OCA looked into the Charter, the ordinances, State election law and concluded this is a one year appointment, with Council choosing. The General election in November 2022 will elect an individual to serve the remainder of the term.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION TO ACCEPT THE SIGNED RESIGNATION EMAIL OF THE 1ST WARD COUNCIL MEMBER BRANDON BETZ DATED 1/7/2022. MOTION CARRIED 7-0.

The item will appear on the Council agenda later this evening.

RESOLUTION – Process to fill vacant 1st Ward Position of the Lansing City Council
Council President Hussain presenting a draft guide line to the Council members allowing 2 weeks to accept applications, the Clerk vetting all applicants, interviews being done during Committee of the Whole, paper ballots, second interviews and action at Committee of the Whole and Council the same night. Council Member Spitzley noted she has been excused for the week of January 24, 2022 so any dates that week would not work. Council Member Wood asked if the Clerk was vetting per Charter requirements only and Council President Hussain confirmed. The Committee concurred all applicants would get the first interview and the interview process would eliminate to 3 applicants for the second interview. Council Member Jackson proposed the top 4 applicants with the consensus of the Committee being to stay at 3. Council President Hussain went through the resolution on the process and it was determine by the Committee that in item 3 it would be set to Monday, January 31, 2022 as the first interviews at 6 pm. The portion on setting a second date for first interviews was eliminated out of the paragraph. In item 4 it was finalized for 3 candidates would be selected, and in item 5 the date was inserted for January 31, 2022; item 6 leaves it at 3 selected candidates; item 10 finalized the second interview date on February 1, 2022; item 12 put in the date of February 1, 2022; item 13 includes the February 1, 2022 date and item 14 spoke to setting the Council meeting on February 1, 2022 for the only item being filling the 1st Ward member.

Council Member Wood confirmed it would be paper ballots but they would be read into the record. She then asked the OCA if when setting the Special City Council meeting if it has to have a specific time and Ms. Hagen stated it would. Council leadership can set the time in the letter calling for the special meeting, but the time was not needed at this time.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE AMENDED RESOLUTION FOR THE APPOINTMENT WITH THE INTERVIEW DATE OF JANUARY 31, 2022; SECOND INTERVIEWS ON FEBRUARY 1, 2022 AND FINAL ACTION AT COUNCIL SPECIAL MEETING ON FEBRUARY 1, 2022. MOTION CARRIED 7-0.

The item will appear on the Council agenda later this evening
REFERRALS
RESOLUTION – Claim Appeal #1870, Todd Dowrick; 1032 Clear Street; $490
Council President Hussain referred this item to the Committee on City Operations.

RESOLUTION – Development District Liquor License; RBM Properties, 224 S Washington Square

Council President Hussain referred this item to the Committee of City Operations.

RESOLUTION – Liquor License; Q5 Distillery Inc., Small Distiller, Brandy and Mixed Spirits Manufacture, Consumer Sampling Event, on-Premise Tasting Room, Outdoor Service and Sunday Sales (PM) License 112 N Larch
Council President Hussain referred this item to the Committee of City Operations.

OTHER
No other topics.

Adjourn
The meeting adjourned at: 6:55 pm
Respectfully Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission, or Committee.

Certain boards, commissions, or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission, or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

Date	10/11/2021
First Name	Paul
Middle	Michael
Last Name	Collins
Date of Birth	
Address	636 Emily Lane
City	Haslett
State	Michigan
Zip Code	48840
Email	collinsp@millercanfield.com
Gender	male

If you don't know which ward you live in, visit the Lansing Neighborhoods Ward Map and type in your address to find out!

Ward	Regional

Best Phone Number to Contact You	5173315461
In what year did you move to Lansing?	I grew up in in Lansing, and I have lived in the area since 1998.
Additional Information Regarding Experience and Credentials	I am an attorney specializing in energy and environmental law. Prior to becoming an attorney, I was an environmental engineer for the State of Michigan Department of Environment Quality. I have a current license from the Michigan Bar Association and an expired Professional Engineer's License from the State of Michigan.
Occupational Background	I am an attorney with the law firm Miller, Canfield, Paddock & Stone. My office is located at 120 N. Washington Square, One Michigan Avenue Bld., Ste. 900 in Lansing. I am the practice group leader of the firm's Energy, Environmental, and Regulatory Group. I have been a practicing attorney for fifteen years - all of them with Miller Canfield.
Educational Background	Thomas M. Cooley Lawschool, J.D. 2006. Michigan State University, B.S.C.E. 1993.
Previous Appointments	None
Current Appointments	None
Please attach a resume if available.	*File(s) attached:* Collins - Resume.pdf
First Choice for Board to Serve on	Lansing Entertainment and Public Facilities (LEPFA)
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission.	I was born and raised in Lansing and have lived in the Lansing-area most of my life. I believe that the facilities managed by LEPFA are an important part of the quality of life in this region. I hope that my legal background/experience will allow me to contribute a perspective that will be useful to this board.

This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.

Agreement to Background Check Authorization	• I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge.	PAUL MICHAEL COLLINS

Date & Time	10/11/2021 1:41 PM (EDT)
Receive an email copy of this form.	Yes

LANSING
120 N. Washington Square Suite 900 - One Michigan Avenue Building
Lansing, Michigan 48933
T: +1.517.483.4908
O: +1.517.487.2070
F: +1.517.374.6304

collinsp@millercanfield.com

Services

Environmental

Financial Services

Industries

Energy

- Renewable Energy Development and Finance

Financial Institutions

Education

Thomas M. Cooley Law School, J.D., 2006

Michigan State University, B.S., 1993

Bar Admissions

Michigan

Paul M. Collins

Principal
Energy and Environmental Group Leader

Paul M. Collins specializes in energy and environmental law. Paul uses his knowledge and experience to help manufacturers, energy companies and other organizations operating in heavily regulated areas identify compliance solutions and risk management and investment recovery strategies that are tailored to fit each client’s unique needs and circumstances.

Paul routinely represents electric and natural gas utilities before the Michigan Public Service Commission. He has also addressed air, water and waste issues under the Clean Air Act, the Clean Water Act, the Comprehensive Environmental Response Claim Liability Act, the Resource Conservation and Recovery Act, and their state/local counterparts.

Paul has represented electric utilities in proceedings before courts and administrative agencies involving emission trading credits and greenhouse gases. He routinely represents natural gas and electric utility clients, as well as gas and electric transmission companies in a variety of proceedings before the Michigan Public Service Commission. Paul’s institutional knowledge of state and federal environmental programs and experience with utility rate regulations allows him to provide unique insight into the cost recovery implications of environmental law and vice versa.

Paul is a licensed professional engineer with extensive experience with the federal Clean Air Act and related regulations. During his previous experience with the Michigan Department of Environmental Quality, Paul served the primary author of many of the state's construction and operating permit regulations.

Representative Matters

Utility Ratemaking

- Paul has represented numerous utilities before the Michigan Public Service Commission in many different contested case proceedings addressing natural gas and electric ratemaking; construction of natural gas and oil/petroleum pipelines; electric transmission line certification; and securitization.

Development/Redevelopment

- Served as co-environmental counsel for the purchaser of the RACER Willow Run "Arsenal of Democracy" site located in Ypsilanti Township, providing environmental expertise in the review and drafting environmental covenants and easements, obtaining a federal prospective purchaser agreement, and assessing buyer's environmental liability, due diligence and due care obligations.
- Represented mining company in purchase of state-owned property, including acquisition of all surface and mineral rights.
- Helped a steel manufacturer assess the requirements of new federal standards for hazardous air pollutants and use the state's air permit program to achieve a variance.
- Provided advice and counsel on environmental due diligence and transactions involving the purchase and sale of contaminated properties and brownfield sites.

Environmental Litigation

- Helped an electric utility obtain a New Source Review construction permit for a $2 billion coal-fired power plan and defended the permit against citizen suits.
- Defended a municipal electric provider concerning a Clean Air Act citizen suit alleging violations of federal New Source Review, NSPS and Title V operating permit requirements.
- Represented an electric producer in a permit challenge before the Ohio Environmental Review Appeals Commission.
- Successfully defended an electric utility before the state trial and appellate courts in proceedings concerning judicial review of a PSD construction permit for an 800 MW coal-fired power plant.
- Represented an electric utility in obtaining a favorable CAIR emission allowance allocation from the MDEQ and successfully defended against a judicial challenge to the allocation.
- Represented an electric utility in a Michigan judicial proceeding in which a third party sought to compel the MDEQ to regulate greenhouse gases and obtained a successful judgment refusing to compel such regulation.

State and Federal Agency Enforcement Actions

- Defended numerous manufacturers in U.S. EPA enforcement actions, involving alleged Clean Air Act violations and regulated regulations, including New Source Review, Title V Operating Permits, New Source Performance Standards, and National Emission Standard for Hazardous Air Pollutants (NESHAP).

- Routinely defend manufacturers, utilities and municipalities in state and federal environmental agency enforcement cases, including allegations of violations of Clean Air, Clean Water Act, landfill/solid waste regulations, oil and gas production regulations; and nuisance odor allegations.

Clean Air Act Construction Permitting

- Legal counsel in successfully obtaining and defending a Prevention of Significant Deterioration construction permit for an 800 MW coal-fired power plant.
- Legal counsel in successfully obtaining two Prevention of Significant Deterioration construction permits facilitating the expansion of a steel mill and allowing significant increases in PM10, PM2.5, SO2, VOC, NOx and CO.
- Obtained successful stationary source determinations form MDEQ concerning an automobile parts manufacturing site and a midstream gas/oil services provider's facility.
- Created a strategy for a natural gas pipeline company to avoid Clean Air Act operating permit applicability while negotiating a favorable settlement with the state air pollution control agency.

Honors

Best Lawyers in America, Energy Regulatory Law, 2022-present

Michigan Super Lawyers, Rising Star, Environmental 2014-2016

Thomas M. Cooley Law School, summa cum laude; Law Review; Merit Scholarship; Raymond Burr Scholarship; Shane Joseph Scholarship; Phi Kappa Delta Award; Honor Roll & Dean's List; Student Bar Association Senator; Certificates of Merit in: Environmental Law, State Administrative Law, Taxation, Product Liability, Advanced Research & Writing, Advanced Writing, Secured Transactions, Intellectual Property, Federal Administrative Law, Torts I&II, Property I&II, Criminal Law, Criminal Procedure, Professional Responsibility, Constitutional Law I&II, Evidence

State of Michigan Licensed Professional Engineer

Professional Activities

Michigan Manufacturers Association Air Committee

Air and Waste Management Association – East and West Chapters

Michigan Bar Association – Environmental Law Section, Council Member

Michigan Bar Association – Environmental Law Section, Air Committee Vice-Chair

Civic, Cultural & Social Activities

Michigan Manufacturers Association, Air Quality Committee

Articles

Environmental Due Diligence in Real Estate Transactions During the COVID-19 Crisis

Complying with Environmental Regulations During COVID-19 Shutdowns/Slowdowns

Miller Canfield Coronavirus Response Team

Draft

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the appointment of Paul Collins as an At-Large member of the Lansing Entertainment and Public Facilities Authority for a term to expire June 30, 2024; and

WHEREAS, the nominee has been vetted by the Mayor's Office and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole met on January 24, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Paul Collins as an At-Large member of the Lansing Entertainment and Public Facilities Authority for a term to expire June 30, 2024.

DRAFT
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 890 OF THE LANSING CODIFIED ORDINANCES BY AMENDING SECTION 890.01, TO REFORM GUIDELINES FOR POVERTY EXEMPTIONS FOR REAL PROPERTY AND TO INCLUDE INCOME AND ASSETS OF ALL OWNERS AS CRITERIA FOR ELIGIBILITY AND MODIFY THE PERCENTAGE OF RELIEF GRANTED DURING EACH YEAR OF EXEMPTION, CONSISTENT WITH STATE LAW.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 890, Section 890.01 of the Lansing Code of Ordinances of the City of Lansing is hereby amended as follows:

890.01. - Adoption.

Pursuant to MCL 211.7u, as amended, the City hereby adopts the following guidelines for the City Assessor and Board of Review to implement poverty exemptions for property that qualifies under MCL 211.7dd as a principal residence from taxation. The guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and all persons residing in the household of the claimant including the contributions of other parties to support the claimant. THE INCOME AND ASSET LEVELS OF ALL OWNERS OF THE PROPERTY SHALL ALSO BE CONSIDERED.

To be eligible for a poverty exemption from such taxation, a person shall meet all of the following on an annual basis:

(a) Be an owner of and occupy as a principal residence the property for which an exemption is requested;

(b) File a claim with the City Assessor or Board of Review on a form provided by the City Assessor, accompanied by Federal and State income tax returns for all persons residing in the principal residence including the contributions of other parties to support the claimant AS WELL AS ANY OTHER OWNERS OF THE PROPERTY;

(c) Produce a valid driver's license or other form of identification if requested;

(d) Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested, if such proof of ownership is requested by the Assessor or Board of Review;

(e) Meet the Federal poverty guidelines as updated annually in the Federal Register by the United States Department of Health and Human Services under authority of Section 673 of Subtitle B of Title VI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, 42 U.S.C. 9902;

(f) File a claim for exemption after January 1, but before the day prior to the last day of the DECEMBER Board of Review meeting; and

(g) Have assets, not including ~~homestead~~THE PRINCIPAL RESIDENCE, less than five times annual household income.

~~Any relief granted is a reduction over and above the maximum homestead property tax credit granted, or which would have been granted had the claimant applied, by the State of Michigan~~RELIEF GRANTED THE FIRST YEAR OF EXEMPTION APPROVAL IS 100%. UNLESS THE APPLICANT HAS A FIXED INCOME AND IS OVER THE AGE OF 65 OR PERMANENTLY DISABLED; THE TAXABLE VALUE REDUCTION WILL BE 50% IN SUBSEQUENT YEARS 2 THROUGH 4; THE TAXABLE VALUE REDUCTION WILL BE 25% IN YEAR 5 AND THEREAFTER.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in their entirety and shall be null and void and of no effect.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire on December 31, 2029.

Baird Comments 01/14/2022

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: January 14, 2022

GRANT NAME: Michigan State Housing Development Authority (MSHDA) Emergency Rental Assistance Grant 2 – CFDA#21.023

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 517-483-4482, kim.coleman@lansingmi.gov

APPLICATION DATE: Renewals AWARD DATE: Upon Legislative appropriation

FUND AMOUNT: Approximately $10,376,326, subject to Michigan legislative appropriation and final MSHDA determination.

CITY MATCH (IF APPLICABLE): 0

GRANT CYCLE: Ending December 31, 2022 (see attached) Check One: Annual ☐ One-Time ■

GRANT PAYS FOR: The City of Lansing is the designated collaborative applicant and fiduciary for Lansing, East Lansing, Ingham County Continuum of Care for emergency rental assistance for qualified residents adversely affected by the coronavirus pandemic. No application process required for the City of Lansing.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

City HRCS and participating agencies, for the benefit of Ingham County, Michigan.

076492.000034 4854-5174-5032.2

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Mr. Andy Schor, Mayor
City of Lansing
HRCS
124 W. Michigan Avenue 4th Floor
Lansing, MI 48933-1234

RE: **Announcement of Funding Award Grant #HML-2022-City of -384-CERA2**

Dear Mr. Schor:

Congratulations! The Michigan State Housing Development Authority (MSHDA) has approved your request for COVID Emergeny Rental Assistance (CERA) funds in the amount of $10,376,326. The grant term is 01/01/2022 to 12/31/2022.

Please print two copies of the Grant Offer and the Authorized Signature Designation Form and sign all documents.

The terms of the Consolidated Appropriations Act of 2021 allow eligible expenses reimbursement to the Grantee for CERA expenditures incurred as early as January 1, 2021, provided those expenditures were made for the specific purposes described in the Grant Agreement. No payment nor reimbursement for eligible expenses shall be made for CERA work performed or accruing, nor assistance benefits or subsidies paid for or on behalf of past -due rent accruing prior to March 13, 2020, and only qualifying expenditures made between January 1, 2021 and the date of signature hereof, are eligible for reimbursement out of grant funds.

Both copies of the Grant Agreement, the Board Resolution and the Closing Statement must be signed and returned to MSHDA at the address shown below. As time is of the essence for this program, please scan a copy of the signed documents and send documents with original signatures via standard mail to Zachary Harrison at the address shown below. The Director of Rental Assistance and Homeless Solutions will sign, and one complete set of the grant documents will be returned to you.

Mail To: Zachary Harrison
Michigan State Housing Development Authority
Rental Assistance and Homeless Solutions Division
735 E Michigan Ave
Lansing, MI 48912

If you have any questions, please contact Zachary Harrison, MSHDA Homeless Assistance Specialists at (517) 373-8370 or harrisonz1@michigan.gov.

Sincerely,

Kelly Rose, Chief Housing Solutions Officer
Rental Assistance and Homeless Solutions

COVID Emergency Rental Assistance: HML-2022-City of -384-CERA2

Effective Date: January 1, 2022

Source of Funds: Emergency Rental Assistance 2 - CFDA#21.023

Federal Award Date: 05/11/2021

Federal ID Number: ERAE0084

COVID EMERGENCY RENTAL ASSISTANCE (CERA) PROGRAM

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

City of Lansing

Grant Number: HML-2022-City of -384-CERA2

CRF COVID EMERGENCY RENTAL ASSISTANCE (CERA) PROGRAM

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AND

City of Lansing

I. GRANT OFFER

The Acting Executive Director, Michigan State Housing Development Authority (the "Authority"), acting pursuant to Act No. 346 of the Public Acts of 1966, as amended, (the "Act") hereby offers to City of Lansing (hereinafter the "Grantee"), grant assistance subject to the availability of Authority CRF Evicition Diversion program funds, terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is $10,376,326.

The term of work performance by the Grantee under this grant agreement will be from January 1, 2022 to December 31, 2022. Funds will be made available for the Grantee's eligible expenses in accordance with the terms of this Agreement, the attached Pre-Disbursement Conditions, and applicable state and federal requirements.

Dated this ________ day of ____________________, _______

____

Gary Heidel, Acting Executive Director

Michigan State Housing Development Authority

The terms of Title V of the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act, 2021, allow as eligible expenses reimbursement to the Grantee for eviction -diversion expenditures incurred as early as March 13, 2020, provided those expenditures were made for the specific purposes described in this Agreement. No payment nor reimbursement for eligible expenses shall be made for eviction-diversion work performed or accruing, nor assistance benefits or subsidies paid for or on behalf of past-due rent if payment, reimbursement, assistance benefits or subsidies were previously paid for the same obligations pursuant to the previous eviction diversion or CERA program, the 2020 CARES Act. Michigan Executive Order 2020 134, or Michigan Enrolled Senate Bill 2020 SB 690 (as enacted). Only qualifying expenditures made between March 13, 2020, and the date of signature hereof, are eligible for reimbursement out of grant funds.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth in the Agreement.

Dated this ________ day of ____________________, _______

WITNESSED BY:	City of Lansing
	Agency Name
Witness Signature	Authorized Official Signature
	Type Name and Title of Authorized Official

II. GRANT TERMS

NOW, THEREFORE, the Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame in a manner consistent with Authority requirements and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A," which is attached and incorporated herein by reference.

2. The Grantee shall:

   a. Comply with all the applicable requirements, now or hereafter in effect, for the McKinney Vento Homeless Assistance Act, as amended, and the requirements of the CERA program for COVID-19-related rental assistance or rent subsidies, as described herein, recognizing that program terms may be subject to change as the State of Michigan responds to COVID-19.

   b. Comply with Title V of the Consolidated Approproations Act, 2021 (as enacted), the American Rescue Plan Act, 2021 (as enacted), and subsequent amendments thereto.

   c. Comply with such further statutory, regulatory, and contractual requirement(s), now or hereafter in effect, as may be applicable to the receipt and expenditure of CERA as administered by the Authority under the guidance of the U.S. Department of Treasury ("Treasury"), including but not limited to data collection and reporting requirements.

   d. Comply with the federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Requirements (the "Uniform Guidance") as applicable.

3. The effective date of this Agreement is January 1, 2022. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has: 1) expended or returned to the Authority the funds authorized hereunder; or 2) December 31, 2022, whichever occurs first.

4. The Grantee agrees that disbursement(s) under that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are advanced or disbursed (hereafter “advanced” and “disbursed” are individually and collectively referred to as “Disbursed”) within ninety (90) days of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will any Disbursement be made after a written notice by the Authority to the Grantee of a violation of this Agreement, and the violation has not been corrected to the satisfaction of the Authority. All eligible sub-recipients receiving CERA Program funds must comply with all requirements corresponding to the receipt of funds required in Title V of the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act, 2021, and Uniform Guidance, 2 CFR 200, as applicable, including but not limited to any certifications, assurance, accountability, and transparency provisions. This includes but is not limited to the Treasury Emergency Rental Assistance Frequently Asked Questions, a primary source of regulary updated guidance for the CERA program. Any funds received under this Act and expended by a sub-recipient not in accordance with this provision shall be returned to the State.

5. If a disbursement of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the disbursement shall be returned to the Authority immediately.

6. The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request, including but not limited to providing such documentation to Treasury, its designees, and such state or local government agencies as the Authority may instruct.

7. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years or for a longer period of time if required by state or federal law. The retention period shall commence from the date that the Grantee is notified in writing that the Authority has completed its final review of the activities described and stated in “Exhibit A”, which is attached and incorporated herein by reference.

8. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as may be required by the Authority.

9. All reports, correspondence, and documents required under this Agreement shall be submitted to:

Program Director/Address:

Kelly Rose
Chief Housing Solutions Officer
Rental Assistance and Homeless Solutions
735 E. Michigan Avenue, PO Box 30044
Lansing, MI 48909

Grantee/Address:

Andy Schor
City of Lansing
HRCS
124 W. Michigan Avenue 4th Floor
Lansing, MI, 48933-1234

10. To the extent that grant funds are expended to purchase goods or services, the Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for open and free competition in a manner consistent with local, state and federal law, including the acquisition thresholds described in the Uniform Guidance.

11. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. The Grantee acknowledges that administrative costs may be treated as direct costs, but indirect costs are not allowable and any previously determined indirect cost rate cannot be applied to this grant.

12. The Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, shall be subject to review by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.

13. The Grantee hereby agrees that the activities described in Exhibit A and all documents relating to and supportive of said activities, including but not limited to specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement, and state and federal requirements, as applicable. Disbursement of funds by the Authority to the Grantee, either in advance or in response to a reimbursement request, will not necessarily serve as final confirmation that Grantee

expenses were eligible under program guidelines; subsequent submission and analysis of supporting documentation may be necessary to finalize eligible cost determination.

14. The Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Recipients are strongly encouraged to observe COVID-19 best-practices for social distancing and measures to mitigate exposure to and transmission of the virus.

15. The Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

16. If required by the Authority, the Grantee, all contractors subcontractors, sub-grantees, and sub-recipients shall maintain during the term of this Agreement public liability insurance, property damage insurance, worker's compensation insurance, and employee dishonesty insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's operations under this Agreement.

17. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age , height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin, partisan considerations, or a disability or genetic information, and that all contractors, subcontractors, sub-grantees, and sub- recipients involved shall take affirmative action to assure an equal opportunity for employment, without discrimination as to age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position . Prioritization of eligible households shall be as set forth in Sec. 501(c)(4)(A) of Title V of the Consolidated Appropriations Act, 2021.

18. If any member of the Grantee's Board of Directors or staff or the Grantee's, agent, consultant, officer, or elected or appointed official has a conflict of interest or an identity of interest in the form of a financial interest or in the form of a common immediate family relationship with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being disbursed under this Agreement, the Grantee shall make written disclosure to the Authority of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses or hiring them. The Grantee further agrees not to enter into any contractual relationship with any of the persons or entities listed above unless it has received written approval from the Authority and/or Treasury as applicable. The Grantee and its Board of Directors, staff, agent, consultant, officer, or elected or appointed official shall also comply with all applicable requirements and regulations regarding conflict of interest. This Agreement adopts and incorporates the conflict of interest rules set forth in 24 CFR 576.404, 24 CFR 85.36, or 24 CFR 84.42.

19. The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor to any materials, equipment, or other property that may be used or employed in connection herewith, or for any injury or damages to any person whether an employee of the Grantee or otherwise.

20. The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to

any and all Grantees, contractors, subcontractors, sub-grantees, sub recipients, materials providers, laborers, and any other person, firm, or Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or Grantee who may be injured or damaged by the Grantee's contractor's, subcontractor's, or sub-grantees, or sub-recipients negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy. The Grantee agrees to immediately report to the Authority any credible suspicion of or known program fraud, and to report to and cooperate with law enforcement in such regard as applicable.

21. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Grantee shall be notified of the violation and may be given a 30-day period in which to correct the violation at the discretion of the Authority. If, in the Authority's determination, urgent termination is necessary to maintain program integrity, the Grantee will be notified of the termination, will comply with all instructions provided to the Grantee by the Authority regarding such termination, and will be afforded the right to such post-termination administrative review of the Authority's action as is allowed by law. In the event a violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority's Executive Director pursuant to Section 23 of this Grant Agreement.

22. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding from the Authority, or a decision to terminate in accordance with this Agreement. The Authority shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

23. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement, in the event that funds are no longer available to the Authority, or in the event that there are amendments to Title V of the Consolidated Appropriations Act, 2021, and/or the American Rescue Plan Act, 2021, subsequent to the date hereof, significantly changing the terms of the CERA program. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.

24. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

25. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds as administered by Treasury or the Authority.

26. The purpose of this grant is to create a Rental Assistance program which includes legal services, program case management, a public awareness campaign, and payment of rent arrearages and rent subsidies to minimize evictions due to economic hardship due to COVID-19. Benefits

administered under the CERA program are subject to the income and eligible household qualifications of Title V of the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act, 2021.

27. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

28. In the event the Authority determines the Grantee is not complying with an CERA program requirement or this Agreement, the Authority will pursue enforcement/remedial action(s) and sanctions against the Grantee, including but not limited to reimbursement of grant funds, as allowed by the Uniform Guidance and applicable state and federal law.

29. This Agreement may be amended by both parties in writing . The Grantee acknowledges that CERA funding has been provided by the State of Michigan pursuant to a Federal program in response to a particular health crisis. As such, State and Federal rules, guidelines, and guidance may unilaterally change as the health crisis develops. Such changes are beyond the influence or control of the Authority, and Grantee assumes the risk of compliance with developing requirements.

30. Any grant recipient that will in turn make subawards of grant funds, is deemed a pass-through entity under 2 CFR §200.74, and must comply with 2 CFR §200.331.

EXHIBIT A

Grant No.: HML-2022-City of -384-CERA2

Grant Term: January 1, 2022 to December 31, 2022

Budget:

Component/Activity	Funds Awarded	Leverage Funds	Total
Financial Assistance	$8,819,877	$0	$8,819,877
Case Management	$518,816	$0	$518,816
Administrative	$1,037,633	$0	$1,037,633
TOTALS	$10,376,326	$0	$10,376,326

Program Description:

Michigan State Housing Development Authority has awarded $10,376,326 to the City of Lansing as the fiduciary agency for the Ingham County Continuum of Care to provide to and for income-qualified persons, for the purpose of minimizing residential evictions resulting from economic hardship due to COVID-19, eviction-diversion rent-arrearage and rent-subsidy payments, eligible utility payments, other eligible housing expenses, and related legal services, from January 1, 2022 through December 31, 2022, in Ingham County. In accordance with the Authority approved grant application and related documents, the fiduciary will administer/monitor COVID-19 Emergency Rental Assistance (CERA2) grant funds.

Pre-Disbursement Conditions:

Grant Agreement
Grant Closing Statement
Certified Resolution

RESOLUTION # ____
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing, Michigan's (***"City"***) Department of Human Relations and Community Services (***"HRCS"***) as the fiduciary agency for the Continuum of Care for the Lansing, East Lansing and Ingham County area, will be receiving a grant of funds from the Michigan State Housing Development Authority (***"MSHDA"***) under the American Rescue Plan Act of 2021 (***"ARPA"***) for the Community Reinvestment Fund (***"CRF"***) COVID Emergency Rental Assistance Program (the ***"CERA2 Grant"***); and

WHEREAS, the awarded grant funds will help provide emergency rental assistance payments for qualified participants adversely affected by the coronavirus pandemic through the cooperative participation of at least the following agencies: Advent House Ministries, Capital Area Housing Partners and HRCS, for a period ending December 31, 2022; and

WHEREAS, the City has previously authorized its Resolutions #2021-047 and #2021-218 accepting grants of funds from MSHDA under the U.S. Treasury Department Consolidated Appropriations Act of 2021 (***"Act,"*** and together with ARPA, the ***"Acts"***) on behalf of itself and HRCS; and

WHEREAS, each participating agency in addition to and including HRCS shall be responsible for compliance according to the established guidelines and documentation requirements as established by the Acts and MSHDA, in addition to the federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Requirements as applicable; and

WHEREAS, HRCS is to receive from MSHDA, in the aggregate, an initial CERA2 Grant amount of up to **$10,376,326** under ARPA; and

WHEREAS, HRCS anticipates receiving additional increases to the CERA2 Grant (each such additional increase a ***"Future Amendment,"***); and

WHEREAS, because CERA2 Grant funds may be disbursed by MSHDA in part in arrears on a reimbursement basis and in part on a proportionate advance basis, the City may wish to provide for financing for rental assistance payments and other CRF COVID Emergency Rental Assistance Program related expenses until such funds are disbursed by MSHDA; and

WHEREAS, Section 415 of the Revised Municipal Finance Act, Public Act 34 of 2001 (***"Act 34"***), states that a municipality may by resolution of its governing body, and without a vote of its electors, issue a short-term municipal security in anticipation of the receipt of grants from the United States, or any agency or instrumentality of the United States and may pledge for the payment of the principal, interest, and redemption premiums, if any, on that municipal security other funds held for payment of the municipal security and the proceeds of federal grants; and

WHEREAS, Section 415(3) of Act 34 states that the principal amount of a municipal security issued under Section 415 shall not exceed 50% of the amount remaining to be received by the municipality that is not still subject to an appropriation from the granting agency under a written contract from that granting agency that has been accepted by resolution by the municipality; and

WHEREAS, the provisions of the CRF COVID Emergency Rental Assistance Program provide that a portion of the proceeds of the CERA2 Grant may be used to pay administrative costs to fund and operate the program;

NOW, THEREFORE, BE IT RESOLVED the City accepts the terms of the CERA2 Grant as stipulated by MSHDA, and the City, on behalf of itself and HRCS, does hereby specifically agree, but not by way of limitation, and resolves, as follows:

1. That the City and HRCS, acting on behalf of the Ingham County Continuum of Care, accepts the CERA2 Grant and appropriates such funds as shall be necessary to operate the CRF COVID Emergency Rental Assistance Program, subject to the City of Lansing City Council transfer policies.

2. That the Mayor of the City and the Finance Director, or their designees are authorized to create or cause to be created appropriate accounts and to authorize the transfer of necessary funds to administer and monitor the CERA2 Grant.

3. That the City and HRCS will maintain satisfactory financial accounts, documents, and records and make them available to MSHDA for auditing at reasonable times.

4. That HRCS will implement the CRF COVID Emergency Rental Assistance Program on behalf of the City, for the benefit of residents in the Ingham County geographical area, file the necessary applications and enter into any necessary agreements with or as required by the U.S. Department of Treasury, MSHDA and with any participating municipal agencies, and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreements, including to request reimbursement of CRF COVID Emergency Rental Assistance payments.

5. That the Mayor of the City and the Finance Director, or their designees are authorized representatives to sign documents on behalf of the City and HRCS relating to the CRF COVID Emergency Rental Assistance Program.

6. That the Mayor of the City is authorized to accept on behalf of the City and HRCS any grants related to Future Amendments.

7. That the City and HRCS will comply and cause compliance with any and all terms of said agreements, including reporting requirements, and including all terms not specifically set forth in the foregoing portion of this resolution.

8. That the City is authorized to reimburse the use of other available funds for financing CERA2 Grant eligible CRF COVID Emergency Rental Assistance payments and other CRF COVID Emergency Rental Assistance Program related expenses until such CERA2 Grant funds are disbursed by MSHDA; and

9. That the City is authorized to issue a grant anticipation note or notes pursuant to Act 34 (***"Note"***), to finance CRF COVID Emergency Rental Assistance payments to eligible recipients, secured by the receipt of CERA2 Grant funds and, if necessary in order to secure the financing, to pledge the limited tax full faith and credit of the City.

10. That the Note shall be issued pursuant to the requirements of Act 34 as a negotiated sale, and may be issued on either a taxable or tax-exempt basis, with such redemption or payment provisions

as determined by the Finance Director, in consultation with the City’s Municipal Advisor, Robert W. Baird & Co. Incorporated, Lansing, Michigan.

11. That the Note may be amended as necessary to reflect a not-to-exceed amount of 50% of the total Grant Funds as appropriated by MSHDA including through any Future Amendments.

12. The Mayor and the Finance Director, or their designees are authorized to take any actions necessary for the issuance of the Note, including filing an application with the Michigan Department of Treasury and negotiating the terms of the Note with a lender.

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